

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

MIREILLE FABIUS as the surviving spouse
and administrator of the Estate of CLAUDE
FABIUS;

Plaintiff,

– against –

PIERRE-YVES GARDÈRE a/k/a
GARDÈRE PIERRE-YVES

Defendant.

Civil Action No.:

COMPLAINT

Plaintiff, MIREILLE FABIUS, as the surviving spouse and administrator of the estate of CLAUDE FABIUS, by her attorneys, Hill Wallack LLP, for her Complaint, alleges:

1. This action is brought to recover on a loan made by the late Claude Fabius, in the principal sum of One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) (plus accrued interest, costs, and attorneys' fees) (the "Note") to Defendant, Pierre-Yves Gardère a/k/a Gardère Pierre-Yves ("Pierre-Yves"), who is in default. Mireille Fabius, as the surviving spouse and administrator of the estate of Claude Fabius ("Fabius"), hereby asserts claims for breach of the Note and unjust enrichment.

JURISDICTION AND VENUE

2. Fabius is an individual residing at 48 Sunset Drive, Hempstead, New York, within the Eastern District of New York.

3. Upon information and belief, Pierre-Yves is an individual domiciled in the State of Florida, with a residence located at 6209 Paradise Point Drive, Miami, Florida.

4. The Court has original jurisdiction over this action pursuant to 28 U.S.C. § 1332(a)(1), as Fabius, on the one hand, and Pierre-Yves, on the other hand, are citizens of different states, and the matter in controversy exceeds the sum of \$75,000.00.

5. Venue is proper in this district as Plaintiff is resides in the Eastern District of New York.

FACTS COMMON TO ALL COUNTS

6. In or about January 2010, Pierre-Yves approached the late Claude Fabius, seeking a loan in the amount of \$150,000.00, to infuse cash in Pierre-Yves' business.

7. Thereafter, on January 3, 2010, for good and valuable consideration, Pierre-Yves made and delivered to the late Claude Fabius a Promissory Note in the original principal amount of \$150,000.00, with a fixed interest rate of 12% per year, at a rate of \$1,500.00 per month.

8. The Note was executed by the Pierre-Yves in Port-au-Prince, Haiti.

9. Pursuant to the Note, Pierre-Yves agreed to pay the entire principal, plus interest, by January 3, 2013.

10. Pursuant to the Note, Pierre-Yves promised to pay the late Claude Fabius' attorneys' fees and costs of suit in connection with any efforts to collect on or enforce the Note.

11. Pierre-Yves defaulted by failing, without limitation, to make full and complete payment on or before January 3, 2013.

12. To date, Pierre-Yves has failed to make full and complete payment of the amounts due and owing under the Note, including principal and accrued interest.

AS AND FOR A FIRST CLAIM FOR RELIEF
(Breach of the Promissory Note)

13. Fabius repeats and realleges the allegations contained in the preceding paragraphs as if set forth fully herein.

14. As a result of Pierre-Yves' default under the Note, he is liable to Fabius for all amounts due thereunder, including, but not limited to, interest, attorneys' fees, and costs.

15. As of November 3, 2018, the principal sum of One Hundred Thirty-Five Thousand Four Dollars and Zero Cents (\$135,400.00) was due and owing to Fabius by Pierre-Yves under the Note.

16. As of November 3, 2018, unpaid interest, calculated at a rate of 12% per year, at a rate of \$1,500 per month, totaled One Hundred Fifty Nine Thousand dollars (\$159,000), for which Pierre-Yves is liable to Fabius.

17. Pierre-Yves is also liable to Fabius for costs of suit, and attorneys' fees and costs.

18. Neither Fabius, nor the late Claude Fabius, are in default of any obligation set forth in the Note.

AS AND FOR A SECOND CLAIM FOR RELIEF
(Unjust Enrichment)

19. Fabius repeats and realleges the allegations contained in the preceding paragraphs as if set forth fully herein.

20. Pierre-Yves benefitted as a result of the failure and refusal to make repayment of the Note.

21. Equity and good conscience require that Pierre-Yves provide Fabius with fair and reasonable restitution in the amount in which they were unjustly enriched.

WHEREFORE, Fabius demands judgment in its favor and against Pierre-Yves, in the amount of Two Hundred Ninety Four Thousand Four Hundred Dollars (\$294,400.00), through November 3, 2018, together with additional, accrued interest, costs of suit, attorneys' fees and costs, and such other and further relief as this Court deems equitable and just.

Dated: November 8, 2018
Princeton, New Jersey

HILL WALLACK LLP

By: Sean D. Adams
Sean D. Adams, Esquire
Evan M. Goldman, Esquire
(*Pro Hac Vice* Forthcoming)
21 Roszel Road
Princeton, New Jersey 08540
Tel: (609) 924-0808
SAdams@HillWallack.com
EGoldman@HillWallack.com
Attorneys for Plaintiff